



CASE #	1477
DATE CREATED	01/08/2023
CASE DUE BY	31/05/2024
PRIORITY	Low
PO NUMBER	-

BFMS

Marquis BMC (DP1040255) - 67851 / 1040255

200 William St Woolloomooloo NSW 2011

Sep 12, 2024

[Site Contact](#)

Greg Newton

marquis@bfms.com.au

ASSIGNED TO

Shower Repair Centre - Mob: - Ph: 1300 888 806

JOB INFORMATION

[Job Area](#)

Common Non-Asset

SUBJECT

Bathroom Leak - Apt 503

JOB DESCRIPTION

Report received from apartment 503 of leaking around the bathroom area. Investigation confirmed that the membrane has failed.

Quotation 180884 received from the Shower Repair Centre for \$1,304.10 + GST. Work order issued.

The Shower Repair Centre attended site to undertake the repairs. Removal of the existing grout caused the tiles to start falling off the wall. Inspection behind the fallen tiles found the gyprock to be heavily water damaged and missing in some sections. This indicates that the waterproofing is beyond repair and requires replacement.

The shower repair advised that they do not have the capacity to carry out the tiling

After further investigation it was discovered that the damaged wall was an internal wall and therefore not covered under strata.

TERMS & CONDITIONS

This Work Order Terms and Conditions apply to any goods and services for the Owners

1. Agreement

1.1 This Work Order has been issued by the Building Manager on behalf of the Owners Corporation/Building Management Committee/Community Association (Owners) and as a function of any agreement made between them.

1.2 All work orders issued by BFMS are under delegation, on behalf of the Owners Corporation. By accepting into this work order the recipient acknowledges that they are entering into an agreement directly with the Owner s Corporation not BFMS. All works are to be invoiced to the registered Strata Plan or Deposited Plan numbers appearing on the work order, not BFMS.

1.3 The Contractor is taken to have accepted a Work Order if it notifies the Owners of its acceptance or at such earlier time as it delivers, or commences to deliver, or perform the goods and/or services. These Terms and Conditions apply between the parties as a binding agreement from the time of the Contractor s acceptance, as defined in this clause, and the Contractor agrees to supply the goods and/or perform the services.

1.4 If there is any inconsistency, ambiguity or discrepancy between any provision in any of the following, the order of priority in the interpretation of the provision will be in the order of:

- (a) an existing written contract between the Owners and the Contractor for goods and/or services of the kind described in the Work Order as goods and/or services;
- (b) these Terms and Conditions;
- (c) any other terms and conditions expressly incorporated into the Work Order;
- (d) any document annexed or attached to the Work Order, or
- (e) any document proffered by the Contractor which has been signed on behalf of the Owner and returned to the Contractor.

1.5 No amendment or variation to any part of the Work Order will be binding on the parties unless approved in writing by the Owners.

1.6 The Contractor must not subcontract or assign all or any part of the Work Order without the prior written approval of the Owners.

1.7 Where the Contractor subcontracts any of its obligations under this Work Order, the Contractor remains liable for the performance of all its obligations under the Work Order.

1.8 NSW ONLY: This Work Order is served on behalf of the Owners Corporation pursuant to Section 70 of the Strata Schemes Management Act 2015.

2. Performance and quality

2.1 The Contractor warrants that:

- (a) they have successfully completed and will maintain up to date all relevant licences, insurances and other documentation as requested by the Building Manager and or Owners;
- (b) all personnel engaged by it in connection with carrying out the obligations of the Work Order have the resources and the qualifications, licenses, competence, skill and knowledge to perform the services and/or complete delivery of the goods;
- (c) the goods and/or services will be fit for the purpose intended and fit the description (and any samples provided to or by the Owners) of the goods and/or services referred to in the Work Order;
- (d) the goods and any applicable installation of them or other materials will be complete, accurate, of merchantable quality and free from defects in design, constitution, workmanship;
- (e) it has all rights, title, licences, interests and property necessary to provide the goods and/or perform the services;
- (f) where applicable it is entitled to use and licence, free from encumbrances, any Intellectual Property rights used or transferred to the Owners under this Work Order and the use of the goods and/or services or any licence will not infringe the rights of any owner of the Intellectual Property; and
- (g) it will supply to the Owners all documentation associated with the use of the goods and/or services.

2.2 The Contractor acknowledges and agrees that:

- (a) the minimum warranty term for the goods and services supplied by the Contractor in accordance with the Work Order is 12 months from completion of the works in the Work Order; and
- (b) for the avoidance of doubt, the Owners are entitled to all statutory warranties available to them under the Australian consumer law as may be applicable.

2.3 Upon written notice from the Owners and/or BFMS, the Contractor must promptly correct any defect or failure in the goods and/or services at no cost to the Owners by repair, replacement, modification or other means acceptable to the Owners.

2.4 If the Contractor fails to correct any defect or failure of which it has been notified by the Owners within the time specified in the notice (which shall not be unreasonable), the Owners shall have the right to rectify the defect or failure itself or have the rectification undertaken by a third party. All costs incurred shall be a debt due and payable by the Contractor to the Owners and may be deducted from moneys which may otherwise be payable by the Owners to the Contractor.

2.5 The Contractor represents and warrants that it has carefully examined any documents furnished by the Owners and fully satisfied itself regarding all the conditions, risks, contingencies and other circumstances including site conditions which might affect the supply of the goods and/or performance of the services.

2.6 The warranties referred to in this Work Order are in addition to any statutory or manufacturer warranties applicable to the goods and/or services.

3. Regulations, Notices, Fees and Consents

3.1 The Contractor must comply with the requirements of all Authorities having jurisdiction over the site (including local councils) where the services are to be provided and must obtain all approvals, give and receive all notices and pay all fees and deposits.

3.2 The Contractor must comply with all relevant legislation, Australian Standards, Codes and any Federal/State/Local government directives.

3.3 The contractor must carry out its own risk assessment based on the prevailing circumstances and site conditions.

3.4 Where the Work exceeds \$5,000 inclusive of GST the Contractor has a legislative obligation to enter into a written contract with the Owners prior to the commencement of work.

3.5 The Contractor must ensure that the Owners will be entitled to receive the benefits from any agreed preferred rates and or pricing as agreed by the Agent/Manager for the goods and or services.

4. Commencement and Completion

4.1 If the Contractor, for any reason, is not able to commence the services by the Commence By date or is not able to complete the services within the time stated in the Work Order, they must document any exceptions and immediately notify and inform the Owners providing all details of the relevant facts and circumstances and an estimate of the time by which he can complete the services.

4.2 The Contractor is not to proceed with the provision of any services unless and until the Owners has approved a variation to the time.

4.3 The Owners are not obliged to approve a variation to a time stated in a Work Order. The Owners may in its absolute discretion elect to close off a Work Order if the Contractor is unable to meet the time stated in a Work Order.

4.4 The Owners may at any time change the Commence By or Complete By date/s by giving written notification to the Contractor

4.5 If the Contractor becomes aware that a delay in delivery of goods and/or services may or will occur, it must notify the Owners promptly. The Owners may in its discretion grant an extension of time to any specified delivery date provided that the delay is due to a cause beyond the reasonable control of the Contractor and further provided that the Contractor satisfies the Owners that it has used its best endeavours to prevent or overcome the delay.

4.6 The Contractor is required to submit photographic evidence which highlights, before, during and after the services where undertaken when accessibility is limited by the building manager or Owners Corporation to check scope of services has been adhered to in a satisfactory manner

4.7 Fire Indicator Panel isolations must follow the protocols and procedures of each site and it is the responsibility of the contractor to inform BFMS of any risks of fire alarm activation due to any works carried out. By entering into this work order, the contractor accepts that any false alarm and fire brigade attendance fees incurred as a result of contractor negligence will be paid for by the contractor.

4.8 Repair works caused by installation of faulty equipment and poor workmanship will be done by the Contractor at their cost.

5. Delivery of goods and services

5.1 Unless otherwise specified in the Work Order, the goods shall be delivered by the Contractor to the nominated address, adequately packaged and protected to ensure safe delivery to the delivery point and by the date specified in the Work Order. The goods shall be accompanied by a delivery document which identifies the Work Order s specific number.

5.2 In respect of any goods supplied, property of the goods will pass upon the earlier of:

- (a) payment being made in respect of those goods; or
- (b) those goods being fixed to or incorporated into the Owner s existing property.

5.3 Notwithstanding 5.2, the Contractor shall, for a reasonable period after delivery, be responsible for any loss or damage to the goods which may have occurred prior to delivery and for any noncompliance of the goods, at the time of delivery, with the requirements of the Work Order.

6. Suspension and termination

6.1 The Owners may at any time by written notice suspend all or part of the Work Order for any reason whatsoever. The Contractor must cease work according to the notice of suspension upon receipt of the notice.

6.2 The Contractor must resume the work under the Work Order promptly upon any notice by the Owners that the suspension is to cease.

6.3 In the event of a breach by the Contractor of any material term or condition of the Work Order which is not capable of remedy or is not remedied within seven (7) days of being notified of the breach, the Owners may terminate the Work Order in whole or part by written notice to the Contractor. For the purposes of this clause 6.3, a failure to perform any obligation by the time stipulated in the Work Order is deemed to be a breach of a material term or condition of this Work Order.

6.4 The Owners may terminate this Work Order by written notice to the Contractor if the Contractor is or becomes subject to proceedings which may result in the Contractor becoming bankrupt, wound up, under voluntary liquidation or subject to the control of a receiver.

6.5 Notwithstanding any other provision of this Work Order, the Owners may terminate the Work Order at any time.

6.6 In the event of suspension under clause 6.1 or termination under clause 6.5 the Contractor shall:

- (a) where the Owners have not yet paid the Contractor, be entitled to payment by the Owners for any reasonable costs actually incurred by the Contractor as a direct result of the suspension or termination up to the date the suspension ceased or the date of termination, provided the Contractor provides adequate evidence of its costs to the Owners; and
- (b) where the Owners have paid the Contractor, reimburse Owner for the goods and/or services not yet delivered or supplied to Owner, within 14 days of termination.

6.7 The warranties in clause 2.1 and the provisions of clause 8, survive the termination of the Work Order.

7. Payment

7.1 Except as otherwise specified in the Work Order, the Owners will arrange payment, of the Contractor s correctly rendered tax invoice provided;

(a) the relevant goods and/or services have been received or performed in accordance with this Work Order; and

(b) the invoice is in an agreed format and includes The words "Tax Invoice" if you are registered for GST Your/company name and address Plan/scheme number (e.g. SP12345 / CTS12345 / OC12345 etc) and address Your/company ABN number Your/company bank account details A valid telephone number A valid email address Invoice date Invoice number (this should be a unique number to avoid rejection as a duplicate) Bears the Work Order number and a description of the goods/services provided, quantity if applicable and price Total amount payable excluding GST Total GST amount Total amount payable including GST; and Is attached to an email as one file including any supporting documents, such as the Work Order.

(c) Contractor s must submit an invoice to the building manager within 90 days of the work being completed or the payment for such work may be waived at the absolute discretion of the Owners Corporation

(d) The contractor must submit to the Building Manager, a statement of all outstanding invoices on a monthly basis.

7.2 Payment terms are 30 days from the time it has been approved by the Owner for payment.

8. Indemnity, Liability and insurance

8.1 In accepting the Work Order the Contractor accepts liability for and indemnifies the Owners and the Agent / Manager against any loss arising from and the costs incurred in connection with any damage, loss, injury or death caused or contributed to by the failure by the Contractor to observe any obligations it has in carrying out any contract, agreement or otherwise in providing the goods and/or services to the Owners.

8.2 The Owners are not liable to the Contractor for any cost, damage, loss, injury or death caused by:

- (a) any person failing to comply with any legislative requirement;
- (b) the Contractor failing in any service or to comply with its obligations under this Work Order;
- (c) an action taken by the Contractor; or
- (d) the Contractor failing to act.

8.3 The Contractor must at its own expense maintain and when requested provide evidence of:

- (a) Public and Product Liability insurance in the amount of not less than \$10,000,000 per claim
- (b) maintain statutory Workers Compensation insurance for all employees;
- (c) where applicable a minimum of \$1,000,000 Professional Indemnity Insurance;
- (d) where works exceed \$20,000 ex GST Home Building Compensation Fund; and
- (e) any other insurances as applicable to the nature of its business and the obligations to supply the goods and/or services under the Work Order.

8.4 The Contractor must ensure that every approved subcontractor engaged by them is insured to the same extent as the obligation on the Contractor in clause 8.

9. Health and Safety

9.1 The Contractor must comply with all relevant legislative requirements and Federal/State/Local government directives concerning Health and Safety.

9.2 Without limiting the generality of clause 9.1:

(a) i) the Contractor must exercise all necessary precautions for the health and safety of all persons, including the Owners, its employees, and members of the public who may be affected by its actions; ii) the contractor must provide their employees with the appropriate safety measures including PPE when delivering their services iii) the contractor must comply with specific Federal/State/Local government directives when conducting their duties e.g. social distancing, hygiene management.

(b) the Owners will be entitled, but under no obligation, to issue directions in relation to health and safety issues and the Contractor must, at its own cost, comply with those directions to produce the highest level of health and safety.